



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

*"Parks Make Life Better!"*

Russ Guiney, Director

John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

May 06, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT TO AS-NEEDED PLANNING,  
ENVIRONMENTAL AND ARCHITECTURAL/ENGINEERING  
CONSULTING SERVICES AGREEMENT NO. 10332  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

Approval of the recommended actions will allow the Department of Parks and Recreation to amend Consultant Services Agreement No. 10332 with PlaceWorks, Inc. to reflect an increase in the annual not-to-exceed fee.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed amendment to the agreement is not subject to the California Environmental Quality Act in that the actions do not meet the definition of a project for the reasons stated herein and the reasons reflected in the record of the agreement.
2. Authorize the Director of Parks and Recreation, or his designee, to amend Consultant Services Agreement No. 10332 with PlaceWorks, Inc. in substantially similar form as that attached, after approval as to form by County Counsel, by increasing the annual not-to-exceed fee from \$1,000,000 to \$2,000,000 for the remainder of Contract Year 2013-14 as well as for Contract Year 2014-15, the first of two optional one-year extensions. This action will increase the overall not-to-exceed fee of Consultant Services Agreement No. 10332 from \$5,000,000 to \$7,000,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On May 17, 2011, your Board approved six as-needed consultant services agreements for planning,

environmental, and architectural/engineering services, including Consultant Services Agreement No. 10332 (Agreement) with Design, Community & Environment, Inc. Each agreement is for a three-year term with two optional one-year extensions, and stipulates an annual not-to-exceed fee of \$1,000,000. The overall not-to-exceed fee for each three-year term, including the two optional one-year extensions, if executed, is \$5,000,000.

In 2011, Design, Community & Environment, Inc. was acquired by The Planning Center, Inc., and began doing business as The Planning Center | DC&E.

On January 30, 2014, The Planning Center | DC&E filed an Amendment of Articles of Incorporation with the California Secretary of State to officially change the name of the corporation. Effective March 1, 2014, The Planning Center | DC&E formally changed its name to PlaceWorks, Inc. (PlaceWorks).

The Department of Parks and Recreation (Department) seeks to amend the Agreement to reflect a \$1,000,000 increase in the negotiated annual not-to-exceed fee from \$1,000,000 to \$2,000,000 for the remainder of Contract Year (CY) 2013-14 as well as CY 2014-15, the first of two optional one-year contract extensions. The proposed amendment will increase the overall not-to-exceed fee for the three-year term, including the two optional one-year extensions of the Agreement from \$5,000,000 to \$7,000,000.

The amended Agreement will become effective upon approval by your Board. As with current practice, when consultant services are required, a separate scope of work and notice to proceed will be negotiated and authorized for each project within the limitations of the agreement.

Approval of the recommended actions will provide the Department with continued access to as-needed consultant services for planning, environmental, and architectural/engineering through PlaceWorks in support of the Department's various planning and development projects in all districts. The consultant services will be used primarily for the expansion of the Fifth Supervisorial District Trails Program (Trails Program) to the First, Third, and Fourth Supervisorial Districts, which will require additional as-needed consultant services.

As part of the Trails Program, PlaceWorks developed a methodology by which to assess the condition of existing trails, including trail mapping and identification of trail maintenance and trail signage needs. Based on the data collected during the trail assessments, PlaceWorks prepared maintenance and signage recommendations as well as "Quick Guide" maps for each trail that may be easily downloaded from the Internet. PlaceWorks also created the templates necessary for developing and preparing the maintenance reports and "Quick Guide" maps.

The expansion of the Trails Program from the Fifth Supervisorial District to the First, Third, and Fourth Supervisorial Districts includes the assessment of existing trails, refinement of Global Positioning System/Geographic Information System data, preparation of maintenance and signage recommendations, and preparation of maintenance reports and "Quick Guide" maps. Data collected for the expansion of the Trails Program will serve as the foundation for the new Countywide Trails web application that is currently under development and scheduled to be released by the end of 2014. In an effort to maintain continuity and keep with the current schedule for the program, and as an efficiency, the Department seeks to increase the annual not-to-exceed fee from \$1,000,000 to \$2,000,000, as stated in the proposed amendment to Agreement, to allow PlaceWorks to continue its efforts on the Trails Program. The proposed amendment will also prevent project delays and increased program costs by negating the need for the Department to enter into a new agreement with a different as-needed consultant that may be unfamiliar with the project, and may require

additional time and training in order to become familiar with the trail assessment methodology developed by PlaceWorks.

The Los Angeles County Regional Park and Open Space District (RPOSD) will continue to have access to these agreements. RPOSD continues to require the use of consultant services for various real estate services, grants administration-related issues, and environmental services. RPOSD will pay for any consultant services they use under the Agreement.

### **Implementation of Strategic Plan Goals**

The recommended actions fulfill the County Strategic Plan Goal of Operational Effectiveness (Goal 1) by increasing the Department's ability to provide efficient and high-quality public service.

### **FISCAL IMPACT/FINANCING**

The Department does not anticipate any impact on the County's General Fund as a result of the recommended actions. The recommended consultant services will be funded from project budgets and expended as the individual projects are approved by your Board. The RPOSD will pay for any consultant services they use under the Agreement.

### **OPERATING BUDGET IMPACT**

Based on the recommended actions, the Department does not anticipate any additional operating costs. Any costs resulting from the Agreement will be paid entirely from capital project or special project funds.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The amended Agreement will be approved as to form by County Counsel prior to execution. The amendment to the Agreement will be in compliance with the requirements of both the Chief Executive Office and your Board. The Agreement contains provisions for annual cost-of-living increases.

The proposed amendment will be in full compliance with Federal, State, and County regulations. The agreements contain terms and conditions supporting your Board's ordinances, policies, and programs, including, but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN/GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The Chief Information Office (CIO) has reviewed this Board letter, and has determined that the recommended actions contain no Information Technology matters requiring a CIO Analysis.

**ENVIRONMENTAL DOCUMENTATION**

The proposed amendment is not subject to the California Environmental Quality Act (CEQA) in that the actions do not meet the definition of a project according to Section 15378 (b)(4)(5) of the State CEQA Guidelines because the actions are administrative activities of governments, which, by their terms, do not involve any commitments to any specific projects that may result in a potentially significant physical impact on the environment.

As projects are developed, the Department will return to your Board with the appropriate environmental documentation for your consideration.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

As a result of the proposed amendment, the Department will be able to provide planning, environmental, and architectural/engineering services through as-needed consultant services agreements to better manage fluctuations in workload and, thereby, continue to provide responsive services to the public. The proposed amendment will also allow the County to provide clear and accurate trail information to the public through the new Countywide Trails web application.

**CONCLUSION**

Upon approval by your Board, please instruct the Executive Office-Clerk of the Board to forward one adopted copy of this letter to the Department of Parks and Recreation.

Should you have any questions, please contact Lorrie Bradley at (213) 738-2812 or lbradley@parks.lacounty.gov, Kathline King at (213) 351-5098 or kking@parks.lacounty.gov, Kasey Dizon at (213) 738-2986 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,



RUSS GUINEY

Director

RG:NEG:KK:lb

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

**AMENDMENT NUMBER 1 TO COUNTY CONTRACT NUMBER 10332  
FOR AS-NEEDED  
CONSULTANT SERVICES**

**THIS AMENDMENT NUMBER 1 TO THE AGREEMENT FOR CONSULTANT SERVICES (Amendment)**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014

BY AND BETWEEN THE

**COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as "County",

AND

**PlaceWorks, Inc.**, hereinafter referred to as "Consultant", successor in interest to The Planning Center,

**RECITALS**

**WHEREAS**, on May 17, 2011, the County Board of Supervisors (Board) approved County Contract Number 10332 (Contract) with The Planning Center for as-needed planning and environmental and architecture/engineering consultant support services;

**WHEREAS**, on January 30, 2014, the Planning Center (dba The Planning Center|DC&E) filed an Amendment of Articles of Incorporation with the California Secretary of State to change the name of the corporation;

**WHEREAS**, effective March 1, 2014, The Planning Center (dba The Planning Center|DC&E) formally changed their name to PlaceWorks, Inc.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them does agree that the Contract between them shall be amended as follows:

**2.0 Consideration**

2.1 The existing Section 3, Consideration, the first paragraph is deleted in its entirety and replaced with the following paragraph:

"In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Section 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Parks and Recreation (Director), County agrees to pay Consultant a maximum not-to-exceed fee of One Million Dollars (\$1,000,000) per contract year for the first and second years of the initial contract term and a maximum not-to-exceed fee of Two Million Dollars (\$2,000,000) for the third year of the initial contract term, and for the first optional extension, if any. The second optional extension shall be for a maximum not-to-exceed fee of One Million Dollars (\$1,000,000), if such option is executed."

2.2 The existing Section 3.a, Consideration, is deleted in its entirety and replaced with the following paragraph:

"a. Consultant shall separately invoice County for services completed within the invoice period (based on milestones) for each individual Project. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director or his designee, as stated in Consultant's approved project proposal, up to a maximum of \$1,000,000 per contract year for the first and second years of the initial contract term as well as for the second optional extension if exercised. Payment for the third year of the initial contract and the first optional extension, if exercised, shall be a maximum of \$2,000,000 per contract year for the third year of the initial contract term and the first optional extension, if exercised. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to County."

## **2.0 RATIFICATION**

2.1 All other terms, conditions, covenants and promises of the Contract not affected by this Amendment shall remain in full force and effect and are hereby reaffirmed.

**3.0 EFFECTIVE DATE**

3.1 The effective date of this Amendment shall be the date of approval hereof by the County's Department of Parks and Recreation.

**IN WITNESS WHEREOF**, Consultant has executed this Amendment or caused it to be duly executed, and the County, by order of its Board, has caused this Amendment, to be executed on its behalf by the Director on the date, month and year first written above.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Russ Guiney, Director  
Department of Parks and Recreation

**CONSULTANT**

By \_\_\_\_\_  
PlaceWorks, Inc.

**APPROVED AS TO FORM:**  
JOHN F. KRATTLI

County Counsel

By  \_\_\_\_\_  
Claudia Gutierrez, Deputy